IN THE UNITED STATES DISTRICT COURT FILED'07 FEB 27 14:14USDC-ORP

FOR THE DISTRICT OF OREGON

MATTHEW RAUSCH and JASON REYNOLDS,

Plaintiffs,

v.

THE HARTFORD FINANCIAL SERVICES GROUP, INC. and HARTFORD FIRE INSURANCE COMPANY,

Defendants.

Case No. CV 01-1529 BR

JUDGMENT

By an order dated February 26, 2007, the Court granted final approval to the Stipulation of Settlement filed on September 8, 2006 (the "Settlement"), dismissed the First Amended Complaint with prejudice, and directed entry of this final judgment; based upon the foregoing, it is hereby:

ORDERED, ADJUDGED, and DECREED:

1. The parties are directed to implement the Settlement according to its terms.

2. This action and all claims herein are dismissed in their entirety with prejudice, without costs to any party.

3. The "Settlement Class" is defined as follows: All persons in the United States who initially purchased personal lines automobile insurance or homeowners insurance from Hartford Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Casualty Insurance Company, Hartford Underwriters Insurance Company, Twin City Fire Insurance Company, Pacific Insurance Company Limited, Hartford Insurance Company of Illinois, Trumbull Insurance Company, Hartford Lloyds Insurance Company, Hartford Insurance Company of the Midwest, Property and Casualty Insurance Company of Hartford, Sentinel

Insurance Company, Ltd., Nutmeg Insurance Company, Hartford Insurance Company of the Southeast, Omni Insurance Company, or Omni Indemnity Company (collectively, "The Hartford Companies") during the period of October 16, 1999 through July 17, 2003, and who did not qualify for a lower policy premium based in whole or in part on information contained in the person's consumer credit report. Excluded from the Settlement Class are: (a) persons who purchased personal lines automobile insurance or homeowners insurance policies for which credit was not used in underwriting (including, but not limited to, persons who purchased such policies in Alaska, California, Hawaii, and Nebraska, and persons who purchased such policies in New Hampshire before February 4, 2003); (b) any current officer, director, or employee of The Hartford Companies; (c) any former officer, director, or employee of The Hartford Companies who served during the period of October 16, 1999 through July 17, 2003; (d) any judge of the United States District Court for the District of Oregon; (e) any person who validly requested exclusion from the Settlement Class in accordance with the procedures established by the Court; and (f) any person included on a government list of known or suspected terrorists or other individuals, entities, and organizations of concern, including, but not limited to, persons appearing on the United States Department of the Treasury, Office of Foreign Assets Control List of Specially Designated Nationals and Blocked Persons.

4. "Settlement Subclass A" is defined as follows: All persons who are members of the Class and who initially purchased personal lines automobile insurance or homeowners insurance from one of The Hartford Companies on or after October 16, 1999 and before the New Notice Date (as that term is defined below).

5. "Settlement Subclass B" is defined as follows: All persons who are members of the Class and who purchased personal lines automobile insurance or homeowners insurance from one of The Hartford Companies on or after the New Notice Date.

6. For purposes of Paragraphs 5 and 6 of this Judgment, the term "New Notice Date" means: (a) May 1, 2002, for residents of Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky,

Louisiana, Montana, Nevada, New York, Oklahoma, Pennsylvania, South Carolina, Utah, and Virginia; (b) June 4, 2002, for residents of Georgia, Maine, Maryland, Massachusetts (homeowners insurance only), Michigan, Minnesota, Mississippi, Missouri, New Jersey, and New Mexico; (c) July 2, 2002, for residents of North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia, Wisconsin, and Wyoming; and (d) February 4, 2003, for residents of New Hampshire.

7. The release set forth in the Settlement shall be binding upon Plaintiff and all members of the Settlement Class: Reynolds, on his own behalf and as representative for and on behalf of each and every member of the Settlement Class, and all persons purporting to act on their behalf or purporting to assert a claim through or under them (whether individual, class, representative, legal, equitable, direct, indirect, or of any other type or in any other capacity), including, but not limited to, their spouses, partners, dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest (collectively, the "Releasing Persons") hereby forever fully, completely, and irrevocably release and discharge The Hartford Companies and The Hartford Financial Services Group, Inc., and all of their predecessors, successors, subsidiaries, affiliates, parents, representatives, officers, directors, employees, independent contractors, attorneys, experts, principals, agents, any other person or entity who acted on their behalf, and any other person or entity on behalf of whom they were acting (collectively, the "Released Parties"), from any and all claims, rights, and causes of action for damages, punitive or statutory damages, penalties, losses, and relief of any kind or nature whatsoever, whether arising under federal, state, territorial, or local statutes, acts, ordinances, or regulations, or federal, state, territorial, or local common law, asserted or unasserted, known or unknown, suspected or unsuspected, contingent or noncontingent, that any of the Releasing Persons has, may have had, or may have in the future against any of the Released Parties in connection with or that arise out of or relate in any manner whatsoever, in whole or in part, to: (1) this action; (2) the allegations contained in the Complaint and the First Amended Complaint in this action; (3) Case No. CV 03-

364 filed in this Court (the "Supplemental Action"); (4) the allegations contained in the complaint in the Supplemental Action; (5) alleged violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 *et seq.*, or state laws regulating the use of consumer credit information; (6) any action or failure to act by any of the Released Parties relating to the use of information from consumer reports in setting the policy premiums of members of the Settlement Class and each Settlement Subclass; or (7) any action or failure to act by any of the Released Parties relating to providing notice to members of the Settlement Class or each Settlement Subclass regarding the use of information from consumer reports in setting their policy premiums (collectively, the "Settled Claims").

Neither the release of the Settled Claims, the dismissal of this action nor any other provision of this Stipulation or any related document will be construed to release or affect any claims for coverage or other benefits (unrelated to this FCRA litigation) that the Class Representative or any member of the Settlement Class may have under the terms of any insurance policy purchased from Hartford Fire or any of The Hartford Companies.

This release extends to claims that Reynolds and members of the Settlement Class and each Settlement Subclass do not know or suspect to exist at the time of the release, which, if known, might have affected their decision to enter into this release. The Releasing Parties are hereby deemed to have waived any and all provisions, rights, and benefits conferred by any law of the United States, any state or territory of the United States, or any state or territory of any other country, or principle of common law or equity, which governs or limits a person's release of unknown claims. The foregoing waiver includes, without limitation, waiver by Reynolds and all members of the Settlement Class and each Settlement Subclass of any and all rights under California Civil Code Section 1542, which provides:

> A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

In addition, each of the Releasing Parties is hereby deemed to have waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or equity, which is similar, comparable or equivalent to California Civil Code Section 1542.

8. Plaintiff, all members of the Settlement Class, and anyone acting on their behalf (including, but not limited to, attorneys, representatives, and agents of any member of the Settlement Class) who have actual knowledge of this injunction, are hereby permanently barred and enjoined from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or in any other capacity of any kind whatsoever, any action in this Court, any other federal court, any state court, or any other tribunal or forum of any kind, against any of the Released Parties, that asserts any claims that are Settled Claims.

9. As provided in the Settlement and agreed by the parties, Hartford Fire Insurance Company ("Hartford Fire") is enjoined as follows: For a period of twenty-four (24) months, beginning from July 25, 2006, Hartford Fire shall use a form of FCRA notice nationwide that complies with the requirements set forth in *Reynolds v. Hartford Fin. Servs. Group, Inc.*, 435 F.3d 1081 (9th Cir. 2006) (the "Ninth Circuit Opinion"), except: (a) in the event that the Ninth Circuit's Opinion is withdrawn, reversed, vacated, overruled, or for any other reason the governing law in the Ninth Circuit changes during the pendency of the injunction so as to require less detailed notice, notice to a less inclusive group of persons, or in any other material respect, Hartford Fire may conform its notices to the changed requirements of the law; and (b) in the event that any rule, regulation, ordinance, order, directive, or statute by any unit of government, whether federal, state, or local, is enacted or issued that requires a different form of notice or notice to a different group of persons than set forth in the Ninth Circuit Opinion, Hartford Fire may conform its notice to such rule, regulation, ordinance, order, directive, or statute.

10. Class Counsel are to receive an attorney fee award of 30% of the Gross Total Settlement Amount. Class Counsel's are also to receive reimbursement of $118,052.73 in

expenses incurred to date from the Gross Total Settlement Amount. The term "Gross Total Settlement Amount" means the product of the multiplication of the number of members of Settlement Subclass A who submit valid claims times $250.

11. Class Representative Jason Reynolds is to receive a $10,000 incentive award to be paid from the Gross Total Settlement Amount.

12. The failure of any party to perform any of its obligations under the Settlement and this Judgment shall not subject such party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions, floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages, shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such party.

13. The Court hereby reserves continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of the Settlement, over any motions for supplemental judgments for reimbursement of additional expenses incurred by Class Counsel, over the enforcement, construction, and interpretation of the Settlement and this Judgment, including but not limited to, the provisions therein enjoining any further litigation of Settled Claims, and over Plaintiffs and all members of the Settlement Class (and their attorneys and law firms) in connection herewith.

14. Notwithstanding the reservation of jurisdiction in Paragraph 13, this is a final and appealable judgment that ends the litigation of all claims alleged in this action. The Clerk is directed to enter this Judgment in the civil docket forthwith.

Dated: 27 February 2007

HON. ANNA J. BROWN
United States District Court Judge

Respectfully submitted by:

BULLIVANT HOUSER BAILEY PC

SIDLEY AUSTIN LLP

By:
Loren D. Podwill
Attorneys For Defendant
Hartford Fire Insurance Company

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2007, I caused a true and correct copy of the foregoing Judgment to be served on the following persons by the method indicated below:

Steve D. Larson N. Robert Stoll Stoll Stoll Berne Lokting & Shlachter P.C. 209 SW Oak Street, Suite 500 Portland, OR 97204 Attorneys for Plaintiffs	**(Via E-Mail)**
Charles A. Ringo Charles Ringo Associates PC 974 NW Riverside Blvd. Bend, OR 97701 Attorneys for Plaintiffs	**(Via E-Mail)**

BULLIVANT HOUSER BAILEY PC

By ______________________________
Loren D. Podwill, OSB #84324
Attorneys For Defendant
Hartford Fire Insurance Company